

# EXHIBIT AAA

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VERSION

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE )  
ANTITRUST LITIGATION )  
 ) No. 11-CV-2509-LHK  
THIS DOCUMENT RELATES TO: )  
ALL ACTIONS. )  
\_\_\_\_\_ )

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VIDEO DEPOSITION OF JAMES MORRIS

AUGUST 3, 2012

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

11:44:42 1 Q. What was Lucasfilm's response to your  
11:44:47 2 notification?

11:44:48 3 A. They -- they were fine -- fine with it.

11:44:50 4 Q. They approved it?

11:44:51 5 A. Well --

11:44:52 6 MS. HENN: Objection.

11:44:52 7 THE WITNESS: I wouldn't say they approved it.  
11:44:54 8 It wasn't up for approval. It was just they -- they  
11:44:57 9 weren't -- they weren't mad at me.

11:44:59 10 BY MR. HARVEY:

11:44:59 11 Q. Okay. And one more question about the document  
11:45:02 12 in front of you. Is it your testimony that in reviewing  
11:45:07 13 this document, that it refreshed your recollection about  
11:45:11 14 the problem Pixar had with Image Movers Digital?

11:45:15 15 MS. HENN: Objection. Mischaracterizing  
11:45:17 16 testimony.

11:45:19 17 THE WITNESS: In reviewing this document, it  
11:45:21 18 reminded me of Image Movers Digital and a conversation I  
11:45:26 19 had with Ed Catmull about a concern that Phil Tippett had  
11:45:32 20 raised to me. That's my testimony.

11:45:33 21 BY MR. HARVEY:

11:45:34 22 Q. And that concern was with IMD's raiding; is  
11:45:38 23 that correct?

11:45:39 24 A. That's correct.

11:45:42 25 Q. You can put that to the side.

11:45:48 1 Did Pixar have a gentleman's agreement with  
11:45:51 2 Lucasfilm?

11:45:53 3 A. Pixar had a gentleman's agreement with  
11:45:55 4 Industrial Light & Magic.

11:45:57 5 Q. It was only Industrial Light & Magic?

11:46:00 6 MS. HENN: Objection. Vague.

11:46:04 7 THE WITNESS: My knowledge of the gentleman's  
11:46:06 8 agreement was that it was between Industrial Light &  
11:46:08 9 Magic and Pixar.

11:46:13 10 BY MR. HARVEY:

11:46:17 11 Q. And when did that agreement begin?

11:46:20 12 A. I don't know when that agreement began. I'm  
11:46:27 13 not sure.

11:46:28 14 Q. As far as you know, how far back did it go?

11:46:33 15 A. I became aware of that relationship -- I can't  
11:46:41 16 remember exactly when. In the early '90s. I don't know  
11:46:45 17 how long it had existed prior to.

11:46:52 18 Q. And I believe you testified that you know that  
11:46:53 19 it concerned ILM.

11:46:55 20 A. Yes.

11:46:55 21 Q. Do you know whether it concerned any other  
11:46:58 22 entity at Lucas?

11:46:59 23 MS. HENN: Objection. Asked and answered.

11:47:02 24 THE WITNESS: I am unaware of other Lucas  
11:47:04 25 entities having a relationship with Pixar of that sort.

11:47:10 1 BY MR. HARVEY:

11:47:10 2 Q. So you don't know one way or the other.

11:47:12 3 MS. HENN: Objection. Mischaracterizes the  
11:47:13 4 testimony.

11:47:15 5 THE WITNESS: I am not aware of any activities  
11:47:18 6 outside of Industrial Light & Magic relating to that  
11:47:21 7 agreement.

11:47:25 8 BY MR. HARVEY:

11:47:44 9 Q. Is it possible that the agreement concerned  
11:47:46 10 other entities at Lucas, but you didn't know about it?

11:47:49 11 MS. HENN: Objection. Calls for speculation.

11:47:50 12 THE WITNESS: I -- I don't know.

11:47:52 13 BY MR. HARVEY:

11:47:53 14 Q. You don't know whether it's possible?

11:47:56 15 MS. HENN: Calls for speculation.

11:48:00 16 MR. HARVEY: It is a metaphysical question  
11:48:01 17 only.

11:48:05 18 BY MR. HARVEY:

11:48:09 19 Q. Do you have any reason to think that -- that  
11:48:13 20 any other Lucasfilm entity was excluded from the  
11:48:18 21 gentleman's agreement?

11:48:19 22 A. I was only aware of it as a relationship  
11:48:22 23 between Industrial Light & Magic and Pixar. So I can't  
11:48:27 24 speak to exclusions, because it didn't seem to be that  
11:48:30 25 far reaching.

11:52:39 1 MS. HENN: Objection. He says he hasn't seen  
11:52:41 2 it before.

11:52:41 3 THE WITNESS: I haven't seen it, and also  
11:52:43 4 I'm -- I'd be curious to know what the date is, because  
11:52:47 5 I'm having trouble understanding some of the people in  
11:52:48 6 these positions. What is the date of this document?

11:52:52 7 BY MR. HARVEY:

11:52:56 8 Q. I believe it was created in approximately 2005.

11:52:59 9 A. Well, the -- the reason I bring it up is that  
11:53:03 10 Gail Currey at Lucasfilm animation, that happened as I  
11:53:07 11 was leaving the company. So it seems that this is after  
11:53:14 12 my time there. So it would probably be useful if we knew  
11:53:18 13 what the time horizon was on this. But I haven't seen it  
11:53:22 14 before. I -- they may have been produced after I was  
11:53:24 15 there.

11:53:26 16 Q. Does it confirm your understanding of the  
11:53:29 17 gentleman's agreement?

11:53:31 18 A. It doesn't confirm my understanding of the  
11:53:35 19 agreement.

11:53:38 20 Q. Does the agreement, as you understand it,  
11:53:39 21 differ from the agreement as it's described in this  
11:53:43 22 document?

11:53:43 23 MS. HENN: Objection. Vague.

11:53:48 24 THE WITNESS: The agreement that I was  
11:53:51 25 operating under was not this detailed or elaborate.

11:54:00 1 BY MR. HARVEY:

11:54:10 2 Q. Could you walk me through the gentleman's  
11:54:13 3 agreement between Lucas and Pixar as you understood it.

11:54:16 4 MS. HENN: Objection. Vague.

11:54:21 5 THE WITNESS: When you say "walk through,"  
11:54:23 6 what -- are you talking -- when? Can you be a little  
11:54:26 7 more specific about what you --

11:54:28 8 BY MR. HARVEY:

11:54:28 9 Q. Please explain the terms of the agreement as  
11:54:30 10 you understood it.

11:54:31 11 A. Well, I don't know when the agreement started,  
11:54:33 12 but the understanding, when I came around to it, was  
11:54:37 13 that, because of business relationships that existed and  
11:54:44 14 because Pixar had been a part of our company and the same  
11:54:51 15 company that we were going to not proactively recruit  
11:54:56 16 from Pixar. This is from my ILM perspective. And  
11:55:02 17 that they, and least as a guideline, weren't going to be  
11:55:07 18 proactively recruiting from Industrial Light & Magic.

11:55:12 19 Q. I'm sorry. Were there any other terms of the  
11:55:14 20 agreement as you understood it?

11:55:15 21 A. Yeah, that if an employee wanted to leave one  
11:55:18 22 company to go to another, that we would support that, and  
11:55:26 23 the only thing we would do was confer to make sure that  
11:55:30 24 that employee wasn't leaving a project at an inopportune  
11:55:37 25 time that would cause either company an inability to

11:55:41 1 deliver a project.

11:55:46 2 Q. Was there a process whereby if a hire would  
11:55:51 3 create a problem, the current employer could -- could  
11:55:55 4 prevent that hiring from taking place?

11:55:57 5 A. No. The -- the basic understanding was that  
11:56:01 6 we'd try to be flexible if a couple extra weeks would  
11:56:06 7 help get a project on or -- or allow them to restaff it  
11:56:08 8 or something. It was just if -- if there was an issue of  
11:56:11 9 that sort. It wasn't -- wasn't to preclude anybody  
11:56:16 10 leaving.

11:56:19 11 Q. Were there any other terms of the agreement, as  
11:56:21 12 you understood it?

11:56:25 13 A. No. That -- that was basically it. We  
11:56:29 14 wouldn't actively recruit, and -- and we would work out  
11:56:32 15 if there were any timing details, we'd see what we could  
11:56:37 16 do if there was an issue.

11:56:39 17 Q. And that was true throughout the time when you  
11:56:44 18 worked for the Lucas companies; is that right?

11:56:45 19 A. Yes.

11:56:46 20 MS. HENN: Objection. Vague.

11:56:47 21 BY MR. HARVEY:

11:56:48 22 Q. So -- so it's true when you started, it was  
11:56:51 23 true when you left?

11:56:52 24 MS. HENN: Objection. Vague.

11:56:53 25 THE WITNESS: It -- it was true at Industrial



11:56:55 1 Light & Magic. You -- you used the word "Lucas  
11:56:58 2 companies," and I -- as I've said, I wasn't aware that --  
11:57:00 3 during my tenure that there was anything outside of ILM  
11:57:04 4 that was falling under that.

11:57:06 5 BY MR. HARVEY:

11:57:07 6 Q. And then when you moved to Pixar, did you  
11:57:11 7 understand that that agreement was still in effect?

11:57:14 8 A. Yes.

11:57:16 9 Q. And how did you understand that?

11:57:18 10 MS. HENN: Objection. Vague.

11:57:21 11 THE WITNESS: When I moved to Pixar, I guess I  
11:57:23 12 didn't presume that my leaving Industrial Light & Magic  
11:57:28 13 would change that. I didn't confirm it. I just -- we  
11:57:32 14 just didn't change. Nothing precipitated a change.

11:57:38 15 MR. HARVEY: You know, I think we've reached  
11:57:40 16 the point where we said we would break for lunch. So why  
11:57:43 17 don't we do that.

11:57:44 18 THE WITNESS: Okay.

11:57:44 19 MR. HARVEY: And we'll reconvene after lunch.

11:57:47 20 THE WITNESS: All right.

11:57:47 21 THE VIDEOGRAPHER: We are now off the record at  
11:57:49 22 11:57.

11:57:49 23 (Luncheon recess was taken.)

13:04:43 24 THE VIDEOGRAPHER: We are now on the record at  
13:04:44 25 1:04.

13:04:46 1 BY MR. HARVEY:

13:04:46 2 Q. Good afternoon, Mr. Morris.

13:04:49 3 A. Hi.

13:04:50 4 Q. So I believe we left off on the gentleman's  
13:04:53 5 agreement between Lucasfilm and Pixar, and is it your  
13:04:58 6 understanding that that gentleman's agreement continued  
13:05:02 7 through the time when you were hired by Pixar, up through  
13:05:07 8 a certain time, say, or does it continue to run?

13:05:12 9 MS. HENN: Objection. Vague; compound.

13:05:18 10 THE WITNESS: There was nothing -- there was  
13:05:20 11 nothing that told me it stopped after I joined Pixar.  
13:05:26 12 And I -- I don't remember any specific things around it,  
13:05:32 13 but it -- it -- it was -- it did continue after I -- I  
13:05:35 14 moved over there, to the best of my knowledge. I mean  
13:05:38 15 nothing -- I -- I didn't have any reason to change it or  
13:05:41 16 behave differently.

13:05:43 17 MS. HENN: Excuse me. Is there a need to have  
13:05:44 18 him projected on the screen? It's just a little  
13:05:47 19 distracting.

13:05:49 20 MR. HARVEY: Could we go off the record for a  
13:05:51 21 moment?

13:05:52 22 THE VIDEOGRAPHER: Sure. We're now off the  
13:05:53 23 record at 1:05.

13:07:11 24 (Discussion off the record.)

13:07:16 25 THE VIDEOGRAPHER: We are now on the record at

13:07:18 1 1:07.

13:07:21 2 MS. HENN: Madam Court Reporter, could you just  
13:07:22 3 read the last question and answer for me. I apologize.

13:07:59 4 (Record was read as follows: "QUESTION: So I  
13:04:50 5 believe we left off on the gentleman's agreement between  
13:04:53 6 Lucasfilm and Pixar, and is it your understanding that  
13:04:59 7 that gentleman's agreement continued through the time  
13:05:04 8 when you were hired by Pixar, up through a certain time,  
13:05:09 9 say, or does it continue to run?

13:05:18 10 "THE WITNESS: There was nothing -- there was  
13:05:20 11 nothing that told me it stopped after I joined Pixar.  
13:05:26 12 And I -- I don't remember any specific things around it,  
13:05:32 13 but it -- it -- it was -- it did continue after I -- I  
13:05:35 14 moved over there, to the best of my knowledge. I mean  
13:05:38 15 nothing -- I -- I didn't have any reason to change it or  
13:05:41 16 behave differently."

13:08:00 17 MS. HENN: Thank you.

13:08:03 18 BY MR. HARVEY:

13:08:04 19 Q. To your knowledge, is the agreement in effect  
13:08:07 20 today?

13:08:08 21 A. It is not.

13:08:10 22 Q. Do you have a reason to think that it is not?

13:08:13 23 A. I do.

13:08:14 24 Q. And what is that reason?

13:08:16 25 A. The reason is there was a consent decree

13:08:23 1 agreement, at which point -- well, actually, I believe we  
13:08:30 2 functionally had stopped before the dissent decree, but  
13:08:35 3 there -- it's -- it's not in place anymore.

13:08:41 4 Q. And when you say "functionally stopped," when  
13:08:46 5 did Pixar functionally stop the gentleman's agreement  
13:08:48 6 with Lucasfilm?

13:08:49 7 A. Well, I don't think anything had happened to --  
13:08:55 8 I don't think there was any activity around it for a  
13:08:59 9 while. I'm -- I don't know exact -- the right time, end  
13:09:03 10 dates. That would probably be something Lori McAdams  
13:09:08 11 would have to speak to.

13:09:09 12 Q. So you have no idea sitting here when the  
13:09:14 13 gentleman's agreement functionally stopped?

13:09:17 14 A. No. I'm -- I'm guessing -- I don't know what  
13:09:20 15 year -- a year before the DOJ consent decree, something  
13:09:25 16 like that.

13:09:26 17 Q. So sometime in 2009?

13:09:30 18 A. I'm -- I don't really know.

13:09:35 19 Q. Do you know a date by which it certainly  
13:09:38 20 stopped?

13:09:40 21 A. I don't know a date.

13:09:42 22 Q. Would it have stopped with the -- with the  
13:09:46 23 filing of the stipulated judgment with the Department of  
13:09:48 24 Justice?

13:09:48 25 A. I -- I don't know the answer.

13:10:25 1 Q. Just one moment. Could you tell me what Pixar  
13:10:36 2 University is.

13:10:38 3 A. Yeah, Pixar University is a -- a department we  
13:10:44 4 have at Pixar that does a number of things. They provide  
13:10:50 5 classes for employees to attend of different sorts,  
13:10:56 6 primarily enrichment classes, things outside of -- of  
13:11:00 7 their job areas and so forth. They also oversee training  
13:11:07 8 for employees, different technical trainings, those kinds  
13:11:10 9 of things. And they -- they help put on events,  
13:11:15 10 screenings and those types of things, and then they  
13:11:18 11 oversee a museum show and -- and our -- and the Pixar  
13:11:22 12 archives as well.

13:11:24 13 Q. Are there videos that Pixar University puts  
13:11:27 14 together that they make available to employees for  
13:11:30 15 training purposes?

13:11:32 16 A. Yeah, a lot -- lots of -- lots of videos.

13:11:34 17 Q. And did you give a presentation for one of  
13:11:36 18 these videos?

13:11:37 19 A. Many.

13:11:38 20 Q. Many? Okay. If we could switch to --

13:11:43 21 THE VIDEOGRAPHER: Could we just go off the  
13:11:44 22 record for a brief moment?

13:11:46 23 MR. HARVEY: Sure.

13:11:47 24 THE VIDEOGRAPHER: We're now off the record at

13:11:49 25 1:11.

13:20:54 1 friends."

13:20:55 2 (Video stops.)

13:20:55 3 BY MR. HARVEY:

13:20:55 4 Q. I'm going to pause it here for a minute.

13:20:57 5 Is the man in that picture Ed Catmull?

13:20:59 6 A. That's Ed Catmull.

13:21:00 7 MR. HARVEY: I'll keep playing it.

13:19:16 8 (Video begins:)

13:21:02 9 MR. MORRIS: "And so we got together every few  
13:21:05 10 months at lunch or dinner and talked about things we were  
13:21:07 11 going through, because both companies were going through  
13:21:10 12 growth phases that entire time, really. ILM went from  
13:21:14 13 250 to about 1400 people in the time I was there. And  
13:21:18 14 over that same span Pixar went from, I'm going to say, 30  
13:21:21 15 to 500, something like that. So we were both struggling  
13:21:25 16 with what does it mean to sort of help guide a company,  
13:21:28 17 when it's going through that growth, how do you keep it  
13:21:32 18 good, how do you keep the culture right, how do you do it  
13:21:35 19 right? How do you manage creative people in a way that  
13:21:41 20 gives them the flexibility they need, but it is not  
13:21:43 21 anarchy; all those types of things.

13:21:45 22 "So anyway, winding back forward, I came to one  
13:21:49 23 of those lunches that we always had, I said, 'Oh, by the  
13:21:52 24 way, Ed, I'm leaving the company, I just want you to hear  
13:21:55 25 it from me, and I'm going -- I'm going to go produce

13:21:58 1 again, if I can.' He said, 'Great, come talk to use,  
13:21:59 2 because we were going to talk to you about this anyway,  
13:22:01 3 but we couldn't --'"

13:22:03 4 (Video ends.)

13:22:03 5 MR. HARVEY: And that was the end of that file  
13:22:05 6 as it was produced.

13:22:08 7 The next file I'm going to play was produced as  
13:22:11 8 PIX00005296.

13:22:17 9 (Video begins:)

13:22:17 10 MR. MORRIS: "We have an anti-poach clause  
13:22:20 11 between the Lucas companies and -- and this company. We  
13:22:22 12 don't -- we don't recruit from one another, we don't  
13:22:24 13 call -- if the people want to go from one company to the  
13:22:28 14 other, we, you know, find a way to let that happen. But  
13:22:30 15 we have a -- sort of a gentleman's agreement that we've  
13:22:32 16 honored pretty well here for the last many years.

13:22:36 17 "So I -- I came here, and I came here to  
13:22:38 18 produce WALL-E, and that" --

13:22:40 19 (Video stops.)

13:22:40 20 BY MR. HARVEY:

13:22:41 21 Q. Okay. Now, these files were produced  
13:22:44 22 differently, but was this part of the same presentation  
13:22:48 23 as that first part?

13:22:51 24 MS. HENN: Objection. Vague.

13:22:52 25 THE WITNESS: I -- I don't -- I mean I -- that

13:22:55 1 was me saying those things. I don't recall if they were  
13:22:58 2 the same presentation. It looks like it.

13:23:01 3 BY MR. HARVEY:

13:23:01 4 Q. In looking at those two -- these two videos,  
13:23:05 5 and if you want me to replay anything, I'm happy to do  
13:23:08 6 it, do you believe that they are the same presentation,  
13:23:11 7 but two parts, where when the first video ends, the  
13:23:14 8 second one begins?

13:23:15 9 MS. HENN: Objection. Vague.

13:23:17 10 THE WITNESS: I -- I don't know if that would  
13:23:18 11 have been the cut point per se, but it looks like it was  
13:23:22 12 the same presentation, judging by the fact I'm wearing  
13:23:25 13 the same clothes, although I'm not sure I'm not wearing  
13:23:28 14 the same clothes today, so it's freaking me out.

13:23:31 15 MR. HARVEY: I was thinking the same thing, but  
13:23:33 16 I didn't say it.

13:23:34 17 THE WITNESS: I think this has tiny dots on it,  
13:23:37 18 so I'm thinking I changed up a little. I don't know.

13:23:39 19 BY MR. HARVEY:

13:23:42 20 Q. In this file, you say -- well, you describe the  
13:23:45 21 gentleman's agreement between Lucasfilm and Pixar,  
13:23:49 22 correct?

13:23:49 23 A. Yes.

13:23:50 24 Q. And -- and I have transcribed part of it so we  
13:23:55 25 don't have to keep playing the video, but if you'd like



13:23:58 1 me to, I'd be happy to. I believe the relevant section  
13:24:02 2 begins, "We have an anti-poach clause between the Lucas  
13:24:06 3 companies and this company."

13:24:07 4 Was that correct when you said it?

13:24:08 5 A. Well, I don't know if it was technically  
13:24:13 6 correct. We have an agreement that we wouldn't recruit  
13:24:16 7 from one another, and I -- I -- I -- obviously I was  
13:24:19 8 speaking extemporaneously. "Clause" is probably a  
13:24:24 9 misnomer, but we certainly did have an agreement, a  
13:24:28 10 verbal agreement.

13:24:29 11 Q. Is there a reason why you said "the Lucas  
13:24:31 12 companies" rather than "ILM"?

13:24:33 13 A. No, I don't think so. I think it was just in  
13:24:35 14 the midst of talking.

13:24:39 15 Q. Then you say, "We don't recruit from one  
13:24:42 16 another and we don't call up. If people want to go from  
13:24:44 17 one company to the other, we find a way to let that  
13:24:47 18 happen." Were there any categories of employees that  
13:24:52 19 this agreement was focused on?

13:24:57 20 MS. HENN: Objection. Vague.

13:24:58 21 THE WITNESS: The disagreement? I'm -- oh,  
13:25:00 22 disagreement, you said?

13:25:01 23 BY MR. HARVEY:

13:25:02 24 Q. Yes.

13:25:02 25 A. No. It was just a general relationship issue.

13:25:06 1 Q. But it concerns recruiting, correct?

13:25:09 2 MS. HENN: Objection. Vague.

13:25:11 3 THE WITNESS: Just flesh that out for me, your  
13:25:13 4 question a little bit more.

13:25:14 5 BY MR. HARVEY:

13:25:15 6 Q. Sure. The gentleman's agreement between  
13:25:17 7 Lucasfilm and Pixar concerned recruiting, correct?

13:25:22 8 A. Yes. The agreement was that we wouldn't  
13:25:24 9 actively recruit from one another.

13:25:26 10 Q. And were there any employees that -- that --  
13:25:31 11 that either company was concerned about in the sense of  
13:25:34 12 who would be recruited by the other company?

13:25:38 13 MS. HENN: Objection. Vague.

13:25:40 14 THE WITNESS: No. I don't think there was ever  
13:25:41 15 any specific category of -- of individuals that -- that  
13:25:46 16 that was about. I mean, you know, it started -- we were  
13:25:50 17 all sort of working together as the same company, and  
13:25:53 18 then suddenly we were still in the same place and they  
13:25:56 19 were there and we were there. They were a separate  
13:25:58 20 company. It was like kind of a sister company situation,  
13:26:01 21 but there wasn't any specific -- it was not intended to  
13:26:04 22 be about anything specific.

13:26:05 23 BY MR. HARVEY:

13:26:07 24 Q. In 2007, were Pixar and Lucasfilm separate  
13:26:14 25 companies?

13:26:14 1 A. In 2007?

13:26:15 2 Q. Yes.

13:26:16 3 A. Yes. Pixar and Lucas were separate companies.

13:26:20 4 Q. And they continue to be separate companies to  
13:26:22 5 the present, correct?

13:26:22 6 A. That's correct.

13:26:24 7 Q. But this gentleman's agreement continued  
13:26:26 8 through when they were separate companies on different  
13:26:29 9 campuses, correct?

13:26:30 10 A. Yes.

13:26:36 11 Q. At one point you say in the video I just  
13:26:39 12 played, that "If people want to go from one company to  
13:26:41 13 the other, we find a way to let that happen." What did  
13:26:45 14 you mean by that?

13:26:47 15 A. Well, when we had an employee that wanted to go  
13:26:51 16 work at Pixar, I'll speak from the ILM side, if I can,  
13:26:56 17 and -- in many ways, Pixar was in a different business  
13:27:01 18 than we were, and most of the types of people that were  
13:27:04 19 going because they were interested in working on animated  
13:27:09 20 films instead of doing visual effects work, which was our  
13:27:13 21 work. So if somebody wanted to go, we sort of felt like,  
13:27:15 22 well, that is kind of a career choice, and, great, good  
13:27:18 23 for them, they're a great company, we love them, we have  
13:27:21 24 a collegial relationship with them.

13:27:24 25 So when I say "let it happen," we'd find a way

13:37:00 1 to 500, something like that. So we were both struggling  
13:37:04 2 with what does it mean to sort of help guide a company  
13:37:07 3 when it's going through that growth, how do you keep it  
13:37:10 4 good, how do you keep the culture right, how do you do it  
13:37:13 5 right? How do you manage creative people in a way that  
13:37:19 6 gives them the flexibility they need, but it's not  
13:37:22 7 anarchy; all those types of things.

13:37:24 8 "I came here to produce WALL-E, I met  
13:37:27 9 Andrew" --

13:37:27 10 (Video stops.)

13:37:27 11 BY MR. HARVEY:

13:37:28 12 Q. So if you notice, an interesting thing happened  
13:37:30 13 at that point, where the video that ends with "all those  
13:37:37 14 types of things" then skips over the discussion of the  
13:37:41 15 gentleman's agreement and starts up again in discussing  
13:37:47 16 your role with WALL-E.

13:37:51 17 Have you seen this video before?

13:37:55 18 A. I saw what you showed to me before.

13:37:58 19 Q. Have you seen this version of it?

13:38:03 20 A. I have not seen this version of it.

13:38:07 21 Q. Do you have any idea why the portion that  
13:38:08 22 discusses the gentleman's agreement was deleted?

13:38:11 23 A. I wasn't aware it was deleted until counsel  
13:38:14 24 told me --

13:38:14 25 MS. HENN: Objection. You should not reveal --

13:38:17 1 THE WITNESS: I'm sorry.

13:38:17 2 MS. HENN: -- any communications with lawyers.

13:38:19 3 THE WITNESS: I wasn't aware.

13:38:20 4 BY MR. HARVEY:

13:38:22 5 Q. Do you know which version of the video is  
13:38:25 6 available to employees if they wanted to look at the  
13:38:27 7 video today?

13:38:29 8 A. I don't know.

13:38:36 9 MR. HARVEY: And that concludes the video  
13:38:39 10 portion of the deposition.

13:38:42 11 THE VIDEOGRAPHER: Could we go off the record  
13:38:43 12 for just a moment?

13:38:44 13 MR. HARVEY: Yes.

13:38:45 14 THE VIDEOGRAPHER: We are now off the record at  
13:38:46 15 1:38.

13:38:48 16 (Discussion off the record.)

13:40:34 17 THE VIDEOGRAPHER: We are now on the record at  
13:40:35 18 1:40.

13:40:38 19 BY MR. HARVEY:

13:40:43 20 Q. Were there any time limits on the gentleman's  
13:40:46 21 agreement, in the sense of was there a firm expiration  
13:40:51 22 date when it would cease to be in effect?

13:40:55 23 A. The -- the gentleman's agreement was  
13:40:59 24 essentially kind of a casual understanding, really. So  
13:41:03 25 in terms of expiration, there was never anything like

13:41:06 1 that discussed, that I can recall.

13:41:09 2 Q. Okay. Were there any geographic limits, such  
13:41:13 3 as the gentleman's agreement applied in San Francisco,  
13:41:17 4 but not San Jose?

13:41:22 5 A. When the gentleman's agreement -- when I was  
13:41:26 6 involved with the Industrial Light & Magic, was in  
13:41:30 7 San Rafael, and Pixar was there originally and then moved  
13:41:33 8 over to the East Bay, but it didn't -- it was between  
13:41:37 9 those two groups. It wasn't geographically -- there --  
13:41:42 10 there was no geographical aspect to it.

13:41:46 11 MR. HARVEY: Okay. Please mark this as the  
13:42:31 12 next exhibit in order.

13:42:33 13 THE REPORTER: Exhibit 158.

13:42:31 14 (Exhibit 158 was marked for identification.)

13:42:34 15 BY MR. HARVEY:

13:42:34 16 Q. Please let me know once you've had a chance to  
13:42:37 17 review the document.

13:43:32 18 A. Okay.

13:43:32 19 Q. I didn't say it before, but I'll say it now.

13:43:35 20 This document is Bates stamped PIX00009242.

13:43:39 21 Have you seen this document before?

13:43:41 22 A. Well, my name is on it, but I don't recall it.

13:43:46 23 Q. In looking at this document, did you receive  
13:43:50 24 this document -- I'm sorry -- did you receive -- scratch  
13:43:54 25 that.

13:43:55 1 Did you send the first email on the date  
13:43:58 2 indicated to Lori McAdams?

13:44:02 3 MS. HENN: Objection. Vague.

13:44:06 4 THE WITNESS: I -- it -- it's -- it's date  
13:44:09 5 marked that I sent it, so I presume I did.

13:44:12 6 BY MR. HARVEY:

13:44:13 7 Q. Okay. And that first email that's dated  
13:44:19 8 August 21st, 2006, at 8:40 a.m., you wrote, "I'm going to  
13:44:23 9 go over and have lunch with Mich today, a peace keeping  
13:44:27 10 mission." Who is Mich?

13:44:30 11 A. That's Mich Chau, who is the president of  
13:44:33 12 Lucasfilm.

13:44:36 13 Q. And what was the peace keeping mission you were  
13:44:38 14 on?

13:44:39 15 A. I can't remember, to tell you the truth. I  
13:44:41 16 must have done something to piss her off.

13:44:45 17 Q. Okay. You then say, "Can you remind me who the  
13:44:48 18 TD is that they hired away from us about six months ago?"

13:44:52 19 What is a TD?

13:44:54 20 A. A technical director.

13:44:56 21 Q. And then you say, "I just want to have," quote,  
13:44:58 22 "'quid pro quo,'" end quote, "ammo if I need it." What  
13:45:07 23 did you mean by "quid pro quo ammo"?

13:45:09 24 A. Well, I don't recall the specific event, but  
13:45:11 25 I -- I -- clearly there was some issue with the

13:52:16 1 As I said, this timing would be around the time that we  
13:52:21 2 were having discussions about [REDACTED]. So I -- I'm  
13:52:27 3 speculating that that might have been that. That's  
13:52:32 4 around the time I last saw Mich, I think, at her offices.  
13:52:36 5 BY MR. HARVEY:

13:52:38 6 Q. Did you keep the peace between Pixar and  
13:52:41 7 Lucasfilm?

13:52:42 8 MS. HENN: Object to form.

13:52:44 9 THE WITNESS: Well, at the end of the day we're  
13:52:46 10 a pretty good client to them, so I think that probably  
13:52:51 11 helped, but we have a good company relationship.

13:52:53 12 BY MR. HARVEY:

13:52:55 13 Q. And a good relationship with regard to  
13:52:57 14 recruiting; is that right?

13:52:59 15 A. Well --

13:52:59 16 MS. HENN: Object to form.

13:53:01 17 THE WITNESS: You know, we -- we had a -- a  
13:53:04 18 good relationship. We had an agreement with them that we  
13:53:07 19 wouldn't actively recruit from one another.

13:53:14 20 BY MR. HARVEY:

13:53:15 21 Q. Great.

13:53:16 22 A. So the answer is, yes.

13:53:40 23 MR. HARVEY: Please mark this as the next  
13:53:41 24 exhibit.

13:53:43 25 THE REPORTER: Exhibit 159.



13:53:45 1 MR. HARVEY: Please let me know once you have  
13:53:47 2 had a chance to review the document. The document is  
13:53:49 3 Bates labeled PIX00009271.

13:53:53 4 (Exhibit 159 was marked for identification.)

13:54:33 5 THE WITNESS: Okay.

13:54:34 6 BY MR. HARVEY:

13:54:34 7 Q. Have you seen this document before?

13:54:36 8 A. I don't recall it, but I wrote part of it.

13:54:39 9 Q. Okay. And that part includes your response on  
13:54:46 10 February 8th, 2007, at 10:13 a.m. as indicated; is that  
13:54:52 11 correct?

13:54:53 12 A. Yes.

13:54:54 13 Q. And there you write, and I think you -- well,  
13:54:58 14 "Anyone" -- and I think you meant dying, "to get out of  
13:55:03 15 Lucas that you know?" Is that what you meant to write?

13:55:10 16 A. I'm sorry. Where are you referring to? I'm  
13:55:12 17 not seeing it.

13:55:13 18 Q. It's in the middle of the page.

13:55:15 19 A. Oh.

13:55:15 20 Q. Your message on February 8th, 2007, at 10:13  
13:55:20 21 a.m., "Anyone dying to get out of Lucas that you know?"

13:55:30 22 MS. HENN: Is there a question?

13:55:31 23 THE WITNESS: Yes.

13:55:31 24 BY MR. HARVEY:

13:55:32 25 Q. And "dying" there is just misspelled, correct?

13:55:35 1 A. Yes.

13:55:42 2 Q. And why did you write to Denise Ream whether  
13:55:45 3 she knew of anyone dying to get out of Lucas?

13:55:50 4 A. Denise Ream is a producer who we brought over  
13:55:54 5 to Pixar from ILM, and I wondered if she knew anybody  
13:56:00 6 over there that might be a good candidate that would be a  
13:56:02 7 good cultural fit for the way we do things at Pixar. It  
13:56:07 8 looks like we were looking for a production accountant at  
13:56:10 9 the time.

13:56:10 10 Q. And Denise Ream responds, "I would love to see  
13:56:14 11 Pam not come over here. She actually lives in Berkeley.  
13:56:17 12 I guess I can't approach her. Right?"

13:56:20 13 Why do you think she said, "I guess I can't  
13:56:23 14 approach her"?

13:56:24 15 MS. HENN: Objection. Calls for speculation.

13:56:28 16 THE WITNESS: Again, you -- you'd have to ask  
13:56:29 17 her. I -- certainly I would presume since we openly  
13:56:36 18 talked about with all our employees at both companies  
13:56:39 19 that we didn't have a -- a -- you know, we didn't recruit  
13:56:44 20 from one another actively.

13:56:50 21 BY MR. HARVEY:

13:56:51 22 Q. And so that was your understanding of what she  
13:56:52 23 meant?

13:56:53 24 A. Yeah, I believe so.

13:56:54 25 Q. And you responded, "You could check in, invite

13:56:56 1 her over for coffee, see if she offers up any opening.

13:57:00 2 If she did, we could talk to her. If not, we'd have to  
13:57:01 3 respect the truce."

13:57:04 4 What did you mean by "the truce"?

13:57:07 5 A. That -- that -- gentleman's agreement, that we  
13:57:11 6 wouldn't recruit from one another.

13:57:32 7 MS. HENN: Would this be a good time for a  
13:57:34 8 break? We've been going about an hour.

13:57:36 9 MR. HARVEY: Would you like to take a break?

13:57:38 10 THE WITNESS: Sure.

13:57:39 11 THE VIDEOGRAPHER: We are now off the record at  
13:57:40 12 1:57.

13:57:41 13 (Recess was taken.)

14:13:39 14 THE VIDEOGRAPHER: We are now on the record at  
14:13:40 15 2:13.

14:13:44 16 MR. HARVEY: During the break I discussed with  
14:13:46 17 Ms. Henn Plaintiff's Exhibit 116 that was introduced  
14:13:51 18 yesterday. The document introduced was inadvertently  
14:13:55 19 copied without a Bates stamp or confidentiality  
14:13:59 20 designation, and with Ms. Henn's agreement, we will swap  
14:14:04 21 out the version with the Bates stamp and the  
14:14:08 22 confidentiality stamp.

14:14:25 23 MS. HENN: Thank you. That looks fine.

14:14:26 24 MR. HARVEY: Do you agree to treat this  
14:14:28 25 document with the Bates stamp as Plaintiffs Exhibit 116

14:14:32 1 for all purposes?

14:14:33 2 MS. HENN: We do.

14:14:38 3 One other housekeeping matter, I believe under  
14:14:41 4 the Protective Order these deposition transcripts are  
14:14:43 5 provisionally designated CONFIDENTIAL for a 30-day  
14:14:47 6 period. We would like to provisionally designate this as  
14:14:50 7 ATTORNEYS' EYES ONLY, if that is all right.

14:14:54 8 MR. HARVEY: Sure. And you'll send -- after  
14:14:54 9 you've reviewed the portions that you believe merit that  
14:14:57 10 designation.

14:15:00 11 MS. HENN: Yes, we'll do that.

14:15:08 12 MR. HARVEY: Okay. Please label this as the  
14:15:26 13 next exhibit.

14:15:27 14 THE REPORTER: Exhibit 160.

14:15:28 15 (Exhibit 160 was marked for identification.)

14:15:28 16 MR. HARVEY: This is a document Bates stamped  
14:15:31 17 PIX00000239.

14:15:34 18 Q. And, Mr. Morris, please let me know once you've  
14:15:36 19 had a chance to review the document.

14:15:38 20 A. Okay. Okay.

14:17:14 21 Q. Is this an email exchange that Mr. Catmull  
14:17:17 22 forwarded to you on Friday, November 30th, 2007?

14:17:20 23 A. It appears that it is. I -- yes.

14:17:26 24 Q. And does the email exchange concern an event  
14:17:35 25 where a recruiter sent an email to Howard Look?

15:21:16 1 means you should consider them. We just have a courtesy  
15:21:19 2 call when the offer is made, and then we don't counter  
15:21:24 3 each other. The same is true in reverse. In case it's  
15:21:27 4 helpful, attached is a document I wrote up awhile back to  
15:21:29 5 help our team here know how it works. Feel free to read  
15:21:33 6 it and know that we know that LFL reciprocates."

15:21:38 7 And the document attached to this email is the  
15:21:41 8 one on the second page.

15:21:42 9 If you can go to the second page, early in your  
15:21:46 10 testimony you were a little bit unsure whether Lori  
15:21:49 11 McAdams wrote this document. Do you now have more  
15:21:52 12 confidence that she wrote this document?

15:21:54 13 MS. HENN: Objection to form.

15:21:56 14 THE WITNESS: I don't know that she wrote this  
15:21:57 15 document. I'm -- somebody else may have written this  
15:22:01 16 document.

15:22:02 17 BY MR. HARVEY:

15:22:02 18 Q. Okay. If Lori McAdams were to write an email  
15:22:07 19 like this to Lucasfilm in the future, and attach an  
15:22:13 20 attachment like this, would you discipline her?

15:22:16 21 MS. HENN: Objection to form; calls for  
15:22:17 22 speculation.

15:22:18 23 THE WITNESS: I don't know. When you say  
15:22:19 24 "discipline," what -- I'm -- what do you --

25 //

15:22:22 1 BY MR. HARVEY:

15:22:23 2 Q. What actions would you take if in the future  
15:22:25 3 you came across something like this?

15:22:27 4 MS. HENN: Objection. Calls for speculation.

15:22:31 5 THE WITNESS: I -- I don't know. It would  
15:22:32 6 depend what the circumstances are and -- and where things  
15:22:37 7 are.

15:22:38 8 BY MR. HARVEY:

15:22:38 9 Q. What if you saw something identical to this?  
15:22:40 10 What would be your response?

15:22:45 11 MS. HENN: Same objection. Calls for  
15:22:46 12 speculation.

15:23:02 13 THE WITNESS: Well, in general, we had an  
15:23:05 14 agreement for a long period of time that we wouldn't  
15:23:08 15 recruit from each other, and we are not doing that  
15:23:12 16 anymore. We rescinded that agreement.

15:23:15 17 So I wouldn't expect something like this in the  
15:23:17 18 future.

15:23:17 19 BY MR. HARVEY:

15:23:22 20 Q. But if something like this in the future  
15:23:24 21 happened, what would your reaction be?

15:23:26 22 MS. HENN: Objection to form; calls for  
15:23:27 23 speculation.

15:23:33 24 THE WITNESS: We don't -- we don't --

25 //

15:23:33 1 BY MR. HARVEY:

15:23:34 2 Q. I'm sorry. Go ahead.

15:23:35 3 A. Yeah, we don't recruit from one another  
15:23:37 4 anymore, so I would talk to Lori about it and ask her not  
15:23:40 5 to do it.

15:23:43 6 MR. HARVEY: Sorry. Could the reporter please  
15:23:48 7 read back that answer.

15:23:49 8 THE WITNESS: I think I said the answer wrong.

15:23:51 9 BY MR. HARVEY:

15:23:52 10 Q. That's --

15:23:53 11 MS. HENN: Let's just hear it.

15:23:59 12 (Record was read as follows: "ANSWER: We  
15:23:59 13 don't recruit from one another anymore, so I would talk  
15:23:59 14 to Lori about it and ask her not to do it.")

15:24:02 15 BY MR. HARVEY:

15:24:02 16 Q. Do you want to clarify that answer?

15:24:04 17 A. Yes. We don't not -- we -- we don't not  
15:24:07 18 recruit from one another anymore, so we recruit from one  
15:24:11 19 another more openly. We don't have our gentleman's  
15:24:14 20 agreement anymore.

15:24:15 21 Q. And so you also said you would talk to Lori  
15:24:16 22 about it and tell her to stop it. Would you -- would you  
15:24:23 23 report the activity to any regulatory authority?

15:24:26 24 MS. HENN: Objection. Calls for speculation.

15:24:29 25 THE WITNESS: I would confer with counsel and

16:41:10 1 I, Rosalie A. Kramm, Certified Shorthand  
16:41:10 2 Reporter licensed in the State of California, License No.  
16:41:10 3 5469, hereby certify that the deponent was by me first  
16:41:10 4 duly sworn and the foregoing testimony was reported by me  
16:41:10 5 and was thereafter transcribed with computer-aided  
16:41:10 6 transcription; that the foregoing is a full, complete,  
16:41:10 7 and true record of said proceedings.

16:41:10 8 I further certify that I am not of counsel or  
16:41:10 9 attorney for either of any of the parties in the  
16:41:10 10 foregoing proceeding and caption named or in any way  
16:41:10 11 interested in the outcome of the cause in said caption.

16:41:10 12 The dismantling, unsealing, or unbinding of the  
16:41:10 13 original transcript will render the reporter's  
16:41:10 14 certificates null and void.

16:41:10 15 In witness whereof, I have hereunto set my hand  
16:41:10 16 this day: August 10, 2012.

16:41:10 17   X   Reading and Signing was requested.

16:41:10 18            Reading and Signing was waived.

16:41:10 19            Reading and signing was not requested.

16:41:10 20

16:41:10 21

16:41:10 22

\_\_\_\_\_  
ROSALIE A. KRAMM

16:41:10 23

CSR 5469, RPR, CRR

16:41:10 24

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ERRATA SHEET

Witness: James Morris

Date of Deposition: August 3, 2012

Page Line

17 16 Change: "Malani" to "Mullaney"

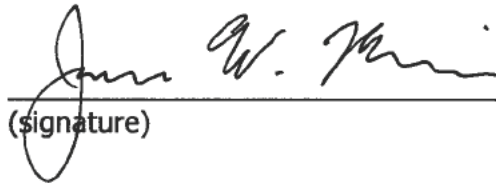
Reason: Spelling

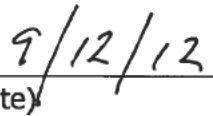
57 17 Change: "Tune" to "Toon"

Reason: Spelling

☒ Subject to the above changes, I certify that the transcript is true and correct.

☐ No changes have been made. I certify that the transcript is true and correct.

  
(signature)

  
(date)

ERRATA SHEET

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Date of Deposition: August 3, 2012

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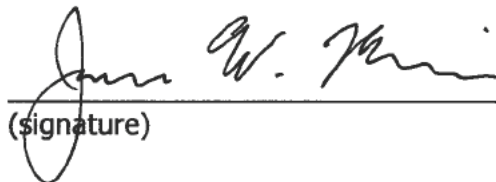
Reason: Spelling

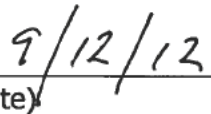
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